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UNITED STATES DISTRICT COURT  
 WESTERN DISTRICT OF WASHINGTON

DANIEL F. LEBAK,  
 for Himself, as a Private Attorney  
 General, and/or On Behalf Of All  
 Others Similarly Situated,  
  
 Plaintiff,  
  
 v.  
  
 RING LLC,  
  
 Defendant.

Case No. 2:20-cv-00603

CLASS ACTION

ORIGINAL COMPLAINT FOR:  
 (1) VIOLATION OF CAL. CIVIL CODE §  
 1750  
 (2) VIOLATION OF CAL. BUSINESS &  
 PROFESSIONS CODE § 17500  
 (3) VIOLATION OF CAL. BUSINESS &  
 PROFESSIONS CODE § 17200

JURY TRIAL DEMANDED

Plaintiff Daniel F. Lebak, individually, as a private attorney general, and/or on behalf of  
 all others similarly situated, alleges as follows, on personal knowledge and investigation of his  
 counsel, against Defendant Ring LLC (“Ring” or “Defendant”):

**INTRODUCTION AND SUMMARY**

1  
2           1.       This is a class action, brought under California law, on behalf of all United  
3 States citizens who, within the applicable limitations period, purchased certain “Ring” brand  
4 video doorbell and security camera products at brick and mortar stores located in the United  
5 States, which products failed to indicate on the outside of the sealed packaging that the video  
6 recording, playback, and snapshot features of these cameras would only operate if the  
7 consumer paid an additional fee of \$3 per month (or \$30 per year) per device for a subscription  
8 referred to by Defendant as the “Ring Basic Protect Plan” (hereinafter the “Protect Plan”), and  
9 who signed up for the Protect Plan.

10           2.       Ring video doorbells and security cameras have become ubiquitous in the past  
11 several years, with these products being promoted as a low-cost and efficient way of enhancing  
12 home security through monitoring one’s front door and deterring potential intruders, “package  
13 thieves,” vandals, and burglars.

14           3.       A key feature of any such deterrent effect is the fact that the Ring video  
15 doorbells and security cameras not only show a “live feed” of the area in front of the camera in  
16 real time, but they also record that video footage and take still image snapshots which are  
17 stored and can be viewed and played back by the homeowner at a later time. These video  
18 recording and image snapshot features include the ability to transfer and save the videos and  
19 snapshots onto another device, and to transmit them to the police or to whomever the  
20 homeowner wishes to share the video or snapshot with.

21           4.       Without the ability to record video, take snapshots, or view, store and play back  
22 such video and still images, Ring video doorbells and security cameras are nothing more than  
23 an expensive electronic alternative to looking out one’s window or a “peephole” to see who is  
24 currently standing at one’s front door.

25           5.       These video recording, playback and snapshot features of the Ring video  
26 doorbells and security cameras are only accessible by the consumer, however, if the consumer  
27 also buys an additional, undisclosed Protect Plan service from Ring, which requires payment of  
28 an additional monthly fee of \$3 (or yearly fee of \$30) per device.

1           6.       A homeowner who does not purchase Defendant’s Protect Plan recording  
2 service for \$3 per device per month (or \$30 per device per year) can *only* see a “live feed” of  
3 whoever or whatever is standing in front of the camera at that particular moment. Such a  
4 homeowner cannot record or playback video or transfer or save any such images, and cannot  
5 view any moving or still images of the area before or after the current moment.

6           7.       This lawsuit does not contend that there is any defect with the Ring video  
7 doorbell products or security cameras themselves, or that it is inappropriate *per se* to require a  
8 purchaser of a Ring video doorbell or security camera to purchase an additional subscription  
9 service in order to enable the camera to record video and play back moving or still images.

10          8.       Rather, the central claim in this case is that, if Ring is going to require a  
11 consumer who buys a Ring video doorbell or security camera to purchase the Protect Plan  
12 service for an *additional* fee per device of \$3 per month or \$30 per year in order to enable the  
13 video recording, playback and snapshot features to function—which features are essential to  
14 the product’s utility, and are a key reason why a consumer would purchase the product—then  
15 the existence of that additional monthly or yearly fee is a material fact that must be stated  
16 clearly to a potential purchaser on the outside of the sealed box so the consumer can make an  
17 informed decision at the time of purchase. Ring’s conduct and its material omissions on the  
18 Ring video doorbell and security camera boxes that the video recording and snapshot features  
19 are in fact only functional upon paying an additional monthly fee of \$3 or yearly fee of \$30, are  
20 deceptive and misleading in violation of California law.

21          9.       Ring’s conduct and its omissions of material facts on its package advertising  
22 have enabled Ring to entice customers to purchase its video security products by  
23 misrepresenting the cost customers must pay for Ring products with functioning video  
24 recording, playback and snapshot features, both in absolute dollar costs and relative to the price  
25 of competing security camera products from other manufacturers which—unlike Ring—*include*  
26 free cloud recording, playback and snapshot features *without* requiring the payment of  
27 additional monthly or yearly fees.  
28

10. Plaintiff Daniel F. Lebak brings this action individually on his own behalf as a deceived Ring LLC customer and as a private attorney general seeking an order for public injunctive relief to protect the general public, directing that the outside product packaging for Ring video doorbells and security cameras include prominent disclosures that the video recording, playback and snapshot features of the products will not function unless the purchaser also buys the Protect Plan from Ring for an additional fee of \$3 per month or \$30 per year per device. Plaintiff also brings this action as a representative plaintiff on behalf of a class and subclass of United States consumers who purchased Ring products whose outside boxes did not include such disclosures, seeking, among other things to recover damages and/or that Defendant be ordered to disgorge all revenues Defendant has unjustly received from the members of the classes. Plaintiff also seeks an order requiring Defendant to offer Plaintiff and class members the ability to use the video recording, playback and snapshot features of their Ring products at no charge (*i.e.*, without the payment of any additional fee) for the life of those devices.

11. Plaintiff brings these claims under California statutory authority and principles of equity including the Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.*; the False Advertising Law, California Business & Professions Code § 17500 *et seq.*; and the Unfair Competition Law, California Business & Professions Code § 17200 *et seq.*

### **THE PARTIES**

12. Plaintiff Daniel F. Lebak is a citizen of the United States of America and of the state of New Jersey and is an individual and a natural adult person who resides in Burlington County, New Jersey.

13. Like all members of the proposed class, Plaintiff Lebak is a United States citizen who purchased a Ring video camera product at a brick and mortar store located in the United States, which product failed to indicate on the outside of the sealed box that the video recording, playback and snapshot features of the camera would only operate if the purchaser also purchased an additional Protect Plan “subscription” from Ring for a fee of \$3 per month or \$30 per year, per device, to be paid in perpetuity. Specifically, Plaintiff Lebak purchased a

1 “Ring Video Doorbell 2” for \$152.99 (advertised as on sale from \$199.99) at a Best Buy store  
 2 located in Mt. Laurel, New Jersey on December 15, 2018, which did not contain any language  
 3 on the outside of the sealed box, or in any other form visible at the time of purchase, indicating  
 4 that the video recording, playback or snapshot features of the camera could only be accessed if  
 5 Plaintiff also purchased an additional Protect Plan subscription from Ring for a fee of \$3 per  
 6 month or \$30 per year, per device, in perpetuity.

7 14. Defendant Ring LLC is a limited liability corporation with its principal place of  
 8 business and/or nerve center located at 523 26th Street, Santa Monica, California 90404. Based  
 9 on the investigation of Plaintiff’s counsel, Ring LLC is a wholly-owned subsidiary of  
 10 Amazon.com, Inc. Based on the investigation of Plaintiff’s counsel, Ring LLC is a citizen of  
 11 the State of Washington because it is a limited liability company whose member, Amazon.com,  
 12 Inc., is a citizen of the State of Washington. Ring LLC manufactures, distributes, markets and  
 13 sells the Ring doorbell and security cameras purchased by the classes, and designs the  
 14 packaging and implements the policies at issue herein, from its headquarters in California.

#### 15 **JURISDICTION AND VENUE**

16 15. **Subject Matter Jurisdiction.** The Court has subject matter jurisdiction over  
 17 this civil action pursuant to 28 U.S.C. § 1332(d)(2)—*i.e.*, Class Action Fairness Act jurisdiction  
 18 —because the amount in controversy exceeds the sum or value of \$5 million (exclusive of  
 19 interest and costs) and is a class action in which any member of a class of plaintiffs is a citizen  
 20 of a state different from any defendant.

21 16. **Personal Jurisdiction.** This Court has personal jurisdiction over Defendant  
 22 because: (1) Defendant is a citizen of the State of Washington, as it is a limited liability  
 23 company whose member, Amazon.com, Inc. is a citizen of the State of Washington; (2)  
 24 Defendant is authorized to do business and regularly conducts business in the State of  
 25 Washington (and/or in the Western District of Washington) such that the maintenance of this  
 26 lawsuit does not offend traditional notions of fair play and substantial justice; and/or (3)  
 27 Defendant has committed tortious acts within the State of Washington (as alleged, without  
 28 limitation, throughout this Complaint).

1           17.     **Venue.** Venue is proper in the Western District of Washington because,  
 2 pursuant to 28 U.S.C. § 1391(b), this civil action may be brought in a judicial district where  
 3 Ring LLC resides, and pursuant to 28 U.S.C. § 1391(c)(2), for venue purposes Ring LLC shall  
 4 be deemed to reside in this judicial district because Ring LLC is subject to the court's personal  
 5 jurisdiction with respect to this civil action.

6           18.     **Choice of Law.** California law applies to the claims of Plaintiff and all class  
 7 members because each of them signed up for Ring's Protect Plan, and in doing so agreed to  
 8 Ring's Terms of Service which expressly provide for the application of California law and  
 9 which are "governed by and construed in accordance with the laws of the State of California."

#### 10                                   **FACTUAL ALLEGATIONS**

11           19.     Ring holds itself out to the public as a leader in home security which  
 12 manufactures home security products that incorporate indoor and outdoor motion-detecting  
 13 cameras, including Ring video doorbells and security cameras.

14           20.     The Ring video doorbell is the company's flagship product. The first version of  
 15 the Ring video doorbell (hereinafter, the "Ring Video Doorbell 1") was introduced in 2013.  
 16 The Ring video doorbell products are marketed as a smart doorbell that contains a high-  
 17 definition video camera, a motion sensor, and a microphone and speaker for two-way  
 18 communication.

19           21.     The Ring video doorbell integrates with an associated smartphone "app," which  
 20 allows users to view real-time and recorded video from the camera, receive notifications when  
 21 the doorbell is rung, communicate with visitors at the door, and share the recorded video and  
 22 snapshots with friends and family.

23           22.     In 2015, Ring came out with its first video security camera, called the "Ring  
 24 Indoor Cam Plug-In Security Camera," which is a camera with "live-feed" viewability and  
 25 video recording and playback features. The Ring Indoor Cam Plug-In Security Camera was  
 26 updated in 2018 with motion detection and two-way audio.

27           23.     In 2017, a second-generation video doorbell, the Ring Video Doorbell 2, was  
 28 released with updated hardware and improved low-light performance.

1           24. Ring widely markets these products as having the capability of operating as a  
2 surveillance camera that can automatically trigger recordings when rung, or when its motion  
3 sensors are activated.<sup>1</sup>

4           25. Ring hosts and strongly promotes an app known as “Neighbors,” which permits  
5 online social sharing of captured video footage among users in an effort to capture video of  
6 criminals and increase homeowner safety.

7           26. Ring also promotes and advertises how its products enhance homeowner  
8 security by providing video footage from its cameras and data from its Neighbors app to law  
9 enforcement agencies upon request.<sup>2</sup>

10           27. Specifically, Ring promotes that it has partnerships with local police  
11 departments in some cities to incorporate the Neighbors app into their crime monitoring  
12 processes. Ring has credited the service with having helped to solve crimes, and noted that  
13 activity on the service surged in California regions affected by wildfires in November 2018.<sup>3</sup>

14           28. Without the video recording, playback and snapshot features on the Ring  
15 products, the Neighbors app and its usefulness in improving homeowner security would be  
16 rendered useless.

17           29. Without the ability to record video and capture still images, or to playback, store  
18 and view such video and still images, Ring video doorbells and security cameras are nothing  
19 more than expensive electronic alternatives to looking out a window or “peephole” to see who  
20 is currently standing in front of the camera.

21  
22  
23 <sup>1</sup> See Paresh, Dave, “Ring modernized the doorbell, then its inventor, Jamie Siminoff, went to  
24 war against crime,” Los Angeles Times, May 12, 2017, *available at*  
[https://www.latimes.com/business/technology/la-fi-tn-ring-jamie-siminoff-20170412-  
htmlstory.html](https://www.latimes.com/business/technology/la-fi-tn-ring-jamie-siminoff-20170412-htmlstory.html).

25 <sup>2</sup> See Schlosser, Kurt, “In first move since Amazon acquisition, Ring launches Neighbors app  
26 to help users fight crime,” GeekWire, May 8, 2018, *available at*  
[https://www.geekwire.com/2018/first-move-since-amazon-acquisition-ring-launches-  
neighbors-app-help-users-fight-crime/](https://www.geekwire.com/2018/first-move-since-amazon-acquisition-ring-launches-neighbors-app-help-users-fight-crime/).

27 <sup>3</sup> See Rubin, Ben Fox, “How Ring’s Neighbors app is making home security a social thing,”  
28 CNET, December 3, 2018, *available at* [https://www.cnet.com/news/how-rings-neighbors-app-  
is-making-home-security-a-social-thing/](https://www.cnet.com/news/how-rings-neighbors-app-is-making-home-security-a-social-thing/).



30. The video recording, playback and snapshot features are fundamental features of the Ring video doorbells and security cameras. Indeed, the Ring devices lose much of their usefulness and effectiveness without the video recording, playback and snapshot features because, unless a user spends literally all of that user's time looking in real time at the "live feeds" on the Ring device for a possible trespasser, that trespasser is gone before the user can process the notification and pull up the live feed on the device to "catch" the trespasser or would-be criminal.

31. These video recording, playback and snapshot features of the Ring video doorbell and security camera are only accessible to the consumer, however, if the consumer also buys an additional Protect Plan "subscription" service from Ring and pays a monthly fee of \$3, or a yearly fee of \$30, per device in perpetuity.

32. The first Ring video doorbell product offered to the public was the Ring Video Doorbell 1, introduced in 2013. The Ring Video Doorbell 1 is still offered today and currently sells for a price at or around \$99.99.

33. The Ring Video Doorbell 1 (which is not the subject of this lawsuit) was and is sold in brick and mortar stores in a sealed box whose outside packaging clearly states that the video recording, playback and snapshot functions of the product will not function unless the consumer also purchases the Protect Plan subscription service and pays a monthly fee of \$3 to Defendant.

34. Specifically, the outside back of the sealed box of the Ring Video Doorbell 1 states:

**"Optional Video Recording**  
Protect Plans start at only \$3/month."

35. The box for the Ring Video Doorbell 1 also clearly states:

**"Snapshot Capture**  
View and save photos with  
optional Ring Protect..."

36. Such language on the box of the Ring Video Doorbell 1 clearly advises consumers of the fact that both the "Video Recording" and "Snapshot Capture" features of the



1 Ring Video Doorbell 1 are “**optional**” and that to activate these features the customer must  
2 make an additional purchase of a “Protect Plan” from Ring for \$3 per month.

3 37. As such, Ring Video Doorbell 1 purchases are not included in any of the  
4 proposed class definitions, nor are they the subject of this case.

5 38. The fact that such notice and disclosure was expressly placed by Defendant on  
6 the outside of the sealed box of the Ring Video Doorbell 1—a product which is still being sold  
7 today—shows that Defendant considered this information to be material to consumers and/or is  
8 aware of its materiality.

9 39. Unfortunately, the packaging for many *other* Ring products fails to disclose the  
10 \$3 monthly or \$30 yearly fee, per device, required to use the necessary features of video  
11 recording, playback and snapshots, including: the Ring Video Doorbell 2, the Ring Video  
12 Doorbell Pro Camera, the Ring Indoor Cam Plug-In Security Camera, the Ring Stick Up  
13 Indoor/Outdoor Wired Camera, the Ring Stick Up Indoor/Outdoor Wire-Free Camera, the Ring  
14 Spotlight Cam, and the Ring Floodlight Cam.

15 40. Plaintiff Lebak’s experience highlights this problem.

16 41. In December 2018, Mr. Lebak noticed that his Ring Video Doorbell 1, which he  
17 had previously purchased approximately three years earlier, was starting to wear out. Mr.  
18 Lebak desired to replace his Ring Video Doorbell 1, and was also considering purchasing a  
19 second security camera or video doorbell for monitoring his backyard.

20 42. Mr. Lebak desired such video doorbell or security camera products to help  
21 provide security to his home. The security features of video recording, playback and snapshots  
22 were important to him and were a primary reason he desired to purchase such products.

23 43. Specifically, Mr. Lebak had learned from experience that his Ring Video  
24 Doorbell 1 was virtually useless without the video recording, playback and snapshot functions,  
25 as he could never act quickly enough to retrieve his phone, pull up the Ring smartphone app,  
26 and open the live feed when he received a notification that a person or thing was detected via  
27 the motion sensor on the device. This problem was exacerbated by the fact that the live feed on  
28 his Ring Video Doorbell 1 was not truly “live”—rather, there was a delay of at least 2-3

1 seconds between what was happening in front of the camera and what he was seeing on his  
2 smartphone.

3 44. On or about December 15, 2018, Mr. Lebak went to the Best Buy store located  
4 in Mount Laurel, New Jersey, to look at possible purchase options for video doorbells or  
5 security cameras.

6 45. While at the Best Buy store, and prior to making any purchase, Mr. Lebak  
7 compared the packaging for the Ring Video Doorbell 1, which was offered for sale at a price of  
8 \$99.99, and the Ring Video Doorbell 2, which was offered for sale at a price of \$152.99 (on  
9 “sale” from a stated regular price of \$199.99). He observed that, while both products advertised  
10 their video and camera features, only the box for the much cheaper Ring Video Doorbell 1  
11 stated that he would need to purchase the “optional” Ring Protect at \$3/month to access the  
12 video recording and snapshot capture features.

13 46. Mr. Lebak carefully inspected the box for the more expensive Ring Video  
14 Doorbell 2 and confirmed that it did not indicate anywhere that he would be required to pay a  
15 monthly fee of \$3 (or a yearly fee of \$30) to access the video recording, playback and snapshot  
16 features, which he deemed necessary to the product’s utility.

17 47. Based on the representations and omissions on the boxes, and on the much  
18 higher price of the Ring Video Doorbell 2, Mr. Lebak reasonably believed that the video  
19 recording, playback and snapshot features were *included*—without requiring a monthly  
20 subscription at an additional cost—in the higher \$199.99 list price of the Ring Video Doorbell  
21 2 (which Best Buy was offering on “sale” for \$152.99).

22 48. Mr. Lebak was never made aware, and did not believe, that he would have to  
23 purchase a Ring Protect Plan and pay \$3 per month or \$30 per year in order to utilize the  
24 advertised video recording, playback, and snapshot features of the Ring Video Doorbell 2,  
25 based on the representations made by Defendant on the outside of that product’s sealed box,  
26 and based on his comparison of the advertising and information on the box of the Ring Video  
27 Doorbell 2 versus the box of the cheaper Ring Video Doorbell 1..

28 49. In contrast, Mr. Lebak understood that with regard to the much lower-priced

1 Ring Video Doorbell 1 (whose list price of \$99.99 was \$100 cheaper than the \$199.99 list price  
2 for the Ring Video Doorbell 2), Mr. Lebak would need to pay an additional \$3 per month (or  
3 \$30 per year) to utilize the video recording, playback and snapshot features.

4 50. Relying on Defendant's representations and omissions of material facts, Mr.  
5 Lebak purchased one Ring Video Doorbell 1 for \$99.99 and one Ring Video Doorbell 2 for  
6 \$152.99 (discounted from Best Buy's regular \$199.99 price). Mr. Lebak determined that he  
7 could simply transfer the Ring Protect Plan used for his old Ring Video Doorbell 1, for which  
8 he was paying \$30 per year, to his new Ring Video Doorbell 1, and thereby incur no additional  
9 monthly or yearly expense.

10 51. Mr. Lebak took both products home and promptly installed the Ring Video  
11 Doorbell 2 on his front door, and the Ring Video Doorbell 1 on his back door.

12 52. Mr. Lebak then reviewed the pamphlet on the inside of the box of the Ring  
13 Video Doorbell 2, which instructed him that he needed to register the product on the Ring  
14 smartphone app in order to use it.

15 53. Upon registering the Ring Video Doorbell 2 on the Ring app, Mr. Lebak was  
16 notified for the *first time* that in order to enable the video recording, playback and snapshot  
17 features for his new Ring Video Doorbell 2, he would need enroll in the Protect Plan service  
18 and pay \$3 per month (or \$30 per year) for that device in perpetuity to access those necessary  
19 features for that device.

20 54. After learning that he was required to pay a \$3 monthly fee (or a \$30 annual fee)  
21 for the Ring Video Doorbell 2, Mr. Lebak went back and double-checked the language on the  
22 outside of the product's box.

23 55. Upon careful inspection, he confirmed that nowhere on the box for the Ring  
24 Video Doorbell 2 was it disclosed that he would be required to purchase the Protect Plan  
25 service for an additional fee of \$3 per month or \$30 per year to access the vital features of  
26 video recording, playback and snapshots.

27 56. This misrepresentation and omission of material facts was even more misleading  
28 due to the fact that the other product purchased by Mr. Lebak on December 15, 2018—the

1 much cheaper Ring Video Doorbell 1—clearly stated on the outside of the box that he would be  
 2 required to subscribe to the Ring Protect plan and pay a \$3 monthly fee to use the video  
 3 recording, playback and snapshot features.

4 57. Mr. Lebak had been defrauded.

5 58. In order to utilize the Ring Video Doorbell 2 for its intended purpose (and for  
 6 the purpose for which Mr. Lebak purchased the product), Mr. Lebak was forced to sign up for  
 7 the Protect Plan, and has been paying Defendant \$30 per year (he has paid \$60 total thus far) to  
 8 access that product's necessary and crucial video recording, playback and snapshot capabilities.

9 59. Upon further investigation, counsel for Mr. Lebak discovered that the packaging  
 10 for many other Ring products likewise fails to disclose the \$3 monthly or \$30 yearly fee per  
 11 device required to use the necessary features of video recording, playback and snapshots,  
 12 including: the Ring Video Doorbell Pro Camera, the Ring Indoor Cam Plug-In Security  
 13 Camera, the Ring Stick Up Indoor/Outdoor Wired Camera, the Ring Stick Up Indoor/Outdoor  
 14 Wire-Free Camera, the Ring Spotlight Cam, and the Ring Floodlight Cam.

15 60. Counsel's investigation revealed that the Ring Video Doorbell 1 (which was  
 16 Ring's very first product) is the only Ring product that discloses on the outside box that a  
 17 "\$3/month" subscription to the Ring Protect service is required to access the recording,  
 18 playback and snapshot features.

19 61. The back of the sealed box of the Ring Video Doorbell 1 states:

20 **"Optional Video Recording**  
 Protect Plans start at only \$3/month."

21 62. The box for the Ring Video Doorbell 1 also states:

22 **"Snapshot Capture**  
 View and save photos with  
 23 optional Ring Protect..."

24 63. The disclosures on the Ring Video Doorbell 1 packaging that the video  
 25 recording, playback and photo snapshot features require an additional \$3 monthly fee  
 26 underscores the materiality of such disclosures.

27 64. Clearly, if Ring believed such disclosures were necessary and material to state  
 28 on the outside box for the Ring Video Doorbell 1 (Ring's very first product), then Ring should

1 have also placed such disclosures on the packaging for all of its video doorbell and security  
2 camera products released thereafter.

3 65. Ring's misrepresentations and failure to provide such disclosures on all of its  
4 products was false and misleading.

5 66. Due to this deceptive advertising and failure to disclose, Plaintiff Lebak and the  
6 thousands of other members of the classes reasonably believed and expected such video  
7 recording, playback and snapshot features were included with the products they purchased, for  
8 no additional charge.

9 67. These video recording, playback and snapshot features were important to Mr.  
10 Lebak and to the members of the classes, and were a primary reason they purchased the Ring  
11 products.

12 68. The Ring video doorbells and security cameras which lack any notice on their  
13 packaging that those critical features require the purchase of a Protect Plan for an additional  
14 per-device fee of \$3 per month or \$30 per year include the Ring Video Doorbell 2 purchased  
15 by Plaintiff, as well the Ring Video Doorbell Pro Camera, the Ring Indoor Cam Plug-In  
16 Security Camera, the Ring Stick Up Indoor/Outdoor Wired Camera, the Ring Stick Up  
17 Indoor/Outdoor Wire-Free Camera, the Ring Spotlight Cam, and the Ring Floodlight Cam.

18 69. For all of these products, the first time a consumer is made aware of the fact that  
19 the camera will not record video images, play back video images, or take photo snapshots  
20 without the purchase of an additional subscription and payment of \$3 per month or \$30 per  
21 year, is after purchasing the product.

22 70. Upon opening the sealed box, consumers are advised that to use the video  
23 doorbell or security camera, consumers must download and install the Ring app and register the  
24 device. But only after downloading and installing the Ring app are consumers advised that, in  
25 order to utilize the necessary recording, playback, and image capture features of the device,  
26 they will have to pay a fee of \$3 per month or \$30 per year per device.

27 71. There is no logical or lawful reason why potential purchasers of the "Ring  
28 Doorbell 1" should be advised of these material facts before purchase, while purchasers of

1 other later versions of the Ring video doorbells and security cameras should only be so advised  
2 after purchase. All Ring video doorbells and security cameras require the purchase of an  
3 additional Protect Plan subscription at a cost of \$3 per month or \$30 per year per device in  
4 order to activate their video recording, playback and snapshot functions.

5 72. This lawsuit does not contend that there is any defect with any version of the  
6 Ring video doorbells or security cameras, in and of themselves, or that it is inappropriate *per se*  
7 to require a purchaser of a Ring video doorbell or security camera to purchase an additional  
8 monthly or yearly Protect Plan subscription service in order to use the video recording,  
9 playback and snapshot functions of the device.

10 73. Rather, the central claim in this case is that, if Defendant Ring is going to  
11 require a consumer who buys a Ring video doorbell or security camera to make an additional  
12 purchase of the Protect Plan for \$3 per month or \$30 per year in order to enable the crucial  
13 video recording, playback and snapshot features of the cameras—features without which the  
14 cameras are of minimal utility—the existence of this required extra ongoing subscription fee is  
15 a material fact that must be stated clearly to a potential purchaser on the box at the point of sale  
16 (as Ring still does for the original Ring Video Doorbell 1). The advertising and lack of such  
17 notice on the boxes of the Ring video doorbells and security cameras purchased by the  
18 proposed classes constitute misrepresentations and omissions of material facts that are  
19 deceptive and misleading in violation of California law.

20 74. These misrepresentations and omissions have enabled Ring to entice customers  
21 to purchase its video security products by misrepresenting the cost customers must pay for Ring  
22 products with functioning video recording, playback and snapshot features, both in absolute  
23 dollar costs, and relative to the price of *competing* security camera products from other  
24 manufacturers which, unlike Ring, often include *free* video recording (including *free* cloud  
25 recording), playback and snapshot features without requiring the payment of additional  
26 monthly or yearly fees.

27 75. For example, Amazon.com, Inc—which is the parent company of Ring LLC—  
28 manufactures and offers on its website its own Amazon-branded “Amazon Cloud Cam Indoor

1 Security Camera” for \$119.99. The \$119.99 selling price for the Amazon Cloud Cam *includes*  
2 *free* cloud recording, *free* playback and *free* snapshots for the past 24-hour period.

3 76. In contrast, Ring’s competing security camera products, which range in price  
4 from \$59.99 (the Ring Indoor Cam) to \$99.99 (the Ring Stick Up Cam) to \$199.99 (the Ring  
5 Stick Up Cam Elite), include *no* cloud recording, *no* video playback, and *no* snapshot features  
6 whatsoever with the selling price. Further, unlike other competing security camera products,  
7 Ring’s security camera products contain no internal storage and no slot for an SD or microSD  
8 flash card to locally store recordings and snapshots, such that the Ring security cameras are  
9 useless without a Ring Protect subscription.

10 77. Numerous other competing security camera products—unlike Ring’s security  
11 camera products—*include* some amount of free cloud video recording, free video playback and  
12 free photo snapshots at no extra cost above the product’s initial purchase price. For example,  
13 Wyze Labs, Inc. offers *free* cloud storage of videos and snapshots for a 14-day period for its  
14 Wyze Cam security cameras, whose selling prices start at only \$25.98 on Amazon.com. For  
15 example, Arlo Technologies, Inc. offers *free* cloud storage for a 7-day period for its popular  
16 Arlo line of security cameras. For example, Canary Connect, Inc. offers *free* cloud storage for a  
17 24-hour period for its Canary security cameras.

18 78. Likewise, many competing video doorbell products—unlike Ring’s video  
19 doorbell products—*include* some amount of free cloud video recording, free video playback,  
20 and free snapshots at no extra cost above the product’s initial purchase price. For example,  
21 Remo+ offers *free* cloud storage of videos and snapshots for a 3-day period for its Remo video  
22 doorbell products, whose selling prices start at \$99.99.

23 79. And other competing video doorbell products—unlike Ring’s video doorbell  
24 products—allow consumers to locally store and play back recorded video for no charge without  
25 requiring a cloud subscription. For example, Anker Technology Ltd.’s “eufy” video doorbells,  
26 whose list prices start at \$159.99, contain enough internal memory to store and play back up to  
27 30 days of motion-triggered recorded video for *free*, such that no cloud subscription or  
28



1 additional payments are required to utilize the video recording, playback and snapshot features  
2 of the devices.

3 80. In sum, based on Ring's misrepresentations and omissions of material facts,  
4 class members reasonably assumed and understood, just as Plaintiff Daniel Lebak did, that the  
5 video recording, playback and snapshot features of the Ring video doorbells and security  
6 cameras they purchased were included in the purchase price they paid. A reasonable consumer  
7 would not understand or expect that these fundamental security features in fact required an  
8 additional subscription of \$3 per month or \$30 per year, per device, in perpetuity.

9 81. Mr. Lebak reasonably relied on Defendant's misrepresentations and omissions  
10 of material facts. If Mr. Lebak had known the truth, he would have acted differently and would  
11 not have purchased the Ring Video Doorbell 2, or he would have purchased another product  
12 instead.

13 82. These misrepresentations and omissions by Defendant are material, in that they  
14 are the type of representations on which an ordinary prudent person would rely upon in  
15 conducting his or her affairs.

16 83. As a direct and proximate result of Defendant's acts and omissions, Mr. Lebak  
17 was harmed, suffered an injury-in-fact, and lost money or property.

18 84. Mr. Lebak has a legal right to rely now, and in the future, on the truthfulness and  
19 accuracy of Defendant's representations and indications, including on the outside packaging for  
20 Ring video doorbells and security cameras, that the expected video recording, playback and  
21 snapshot features are included with the purchase price of those products.

22 85. Mr. Lebak would purchase Ring products again if he could have confidence  
23 regarding the truth of Defendant's representations of the features included with the purchase  
24 price of the products.

25 86. Mr. Lebak will be harmed if, in the future, he is left to guess as to whether  
26 Ring's representations are accurate and whether there are omissions of material facts regarding  
27 the features included in the purchase price of Ring products.

28 87. If Mr. Lebak were to purchase a Ring video doorbell or other product again

1 from Defendant without Defendant having changed its unlawful and deceptive conduct alleged  
 2 herein, Mr. Lebak would be harmed on an ongoing basis and/or would be harmed once or more  
 3 in the future.

#### 4 CLASS ACTION ALLEGATIONS

5 88. Plaintiff brings this action as a class action on behalf of a class defined as:

6 **All United States citizens who, during the applicable**  
 7 **limitations period, (a) purchased a Ring video doorbell or**  
 8 **security camera at a brick and mortar store in the United**  
 9 **States where the outside box did not contain any language**  
 10 **indicating that the video recording, playback or snapshot**  
 11 **features of the product could only be accessed if the consumer**  
 12 **also purchased a Protect Plan subscription for an additional**  
 13 **monthly or annual fee, and (b) signed up for the Protect Plan.**

14 89. Plaintiff also brings this action as a class action on behalf of a subclass defined  
 15 as:

16 **All United States citizens who, during the applicable**  
 17 **limitations period, purchased a “Ring Video Doorbell 2” at a**  
 18 **brick and mortar store in the United States and signed up for**  
 19 **the Ring Protect Plan.**

20 90. Specifically excluded from the class and subclass are Defendant, any entity in  
 21 which a Defendant has a controlling interest or which has a controlling interest in Defendant,  
 22 Defendant’s agents and employees and attorneys, the bench officers to whom this civil action is  
 23 assigned, and the members of each bench officer’s staff and immediate family.

24 91. **Numerosity.** Plaintiff does not know the exact number of class members, but is  
 25 informed and believe that the classes easily comprise tens of thousands of individuals. As such,  
 26 class members are so numerous that joinder of all members is impracticable.

27 92. No violations alleged in this complaint are a result of any oral communications  
 28 or individualized interaction of any kind between class members and Defendant, or of any  
 subject belief of Plaintiff or an individual class member.

93. **Commonality and Predominance.** Well-defined, identical legal or factual  
 questions affect the members of the classes. All claims in this matter arise from the identical  
 written advertising and omissions of material facts on the outside packaging of the products  
 purchased by the relevant class and subclass members, none of which contains any language

1 which would advise the purchaser that the video recording, playback or snapshot features of the  
 2 camera could only be accessed if the consumer also purchased an additional subscription for a  
 3 fee of \$3 per month or \$30 per year. These questions predominate over questions that might  
 4 affect individual class members. These common questions include, but are not limited to, the  
 5 following:

6 a. Whether Ring's failure to state on the product packaging of its video  
 7 doorbell and security camera products that the video recording, playback and snapshot features  
 8 could only be accessed if the consumer paid an additional monthly or yearly fee was an  
 9 omission of material facts in violation of California law;

10 b. Whether Defendant's decision to include statements on the sealed  
 11 outside packaging of the Ring Video Doorbell 1 that advised consumers that the video  
 12 recording, playback and snapshot features of the product could only be accessed if the  
 13 consumer paid an additional \$3/month subscription fee, should be deemed an admission that  
 14 those facts were material to potential customers;

15 c. Whether Defendant's misrepresentations and omissions alleged herein  
 16 constitute fraudulent concealment under California law;

17 d. Whether Defendant's conduct as outlined herein violated the False  
 18 Advertising Law, California Business and Professions Code § 17500 *et seq.*;

19 e. Whether Defendant's conduct as outlined herein violated the Consumers  
 20 Legal Remedies Act, California Civil Code § 1750 *et seq.*;

21 f. Whether Defendant's conduct as outlined herein violated California's  
 22 Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*;

23 g. Whether Plaintiff and the classes have suffered injury and have lost  
 24 money or property as a result of Defendant's misrepresentations and omissions alleged herein;

25 h. Whether Defendant should be ordered to disgorge its unjust enrichment;

26 i. Whether Defendant should be enjoined from further engaging in the  
 27 misconduct alleged herein; and  
 28

1           94. Whether Plaintiff and the classes are entitled to an order for class-wide  
 2 injunctive relief, imposing equitable remedies such as restitution and/or requiring Ring to give  
 3 Plaintiff and class members the ability to use the video recording, playback, and snapshot  
 4 features of their Ring products at no charge (*i.e.*, without the payment of any additional fee) for  
 5 the life of those devices.

6           95. The prosecution of separate actions by individual members of the classes would  
 7 create a risk of inconsistent or varying adjudications with respect to individual members of the  
 8 classes which would establish incompatible standards of conduct for the parties opposing the  
 9 classes.

10          96. **Typicality.** Plaintiff is a member of the class and subclass he seeks to represent.  
 11 The claims of Plaintiff are not only typical of all class and subclass members, they are identical.

12          97. All claims of Plaintiff and the class and subclass arise from the same  
 13 misrepresentations and omissions of material fact on the sealed outside of the product  
 14 packaging for Ring doorbell cameras and security cameras.

15          98. All claims of Plaintiff and the class and subclass are based on the exact same  
 16 legal theories.

17          99. **Adequacy.** Plaintiff has no interest antagonistic to, or in conflict with the class  
 18 or subclass. Plaintiff will thoroughly and adequately protect the interests of the class and  
 19 subclass, having retained qualified and competent legal counsel to represent himself and the  
 20 class and subclass.

21          100. Further, a class action is superior to all other available methods for fairly and  
 22 efficiently adjudicating this controversy. Each class member's interests are small compared to  
 23 the burden and expense required to litigate each of their claims individually, so it would be  
 24 impractical and would not make economic sense for class members to seek individual redress  
 25 for Defendant's conduct. Individual litigation would add administrative burden on the courts,  
 26 increasing the delay and expense to all parties and to the court system. Individual litigation  
 27 would also create the potential for inconsistent or contradictory judgments regarding the same  
 28 uniform conduct. A single adjudication would create economies of scale and comprehensive

supervision by a single judge. Moreover, Plaintiff does not anticipate any difficulties in managing a class action trial.

101. By their conduct and omissions alleged herein, Defendant has acted and refused to act on grounds that apply generally to the classes, such that final injunctive relief and/or declaratory relief is appropriate respecting the classes as a whole.

102. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications.

103. A class action is the only practical, available method for the fair and efficient adjudication of the controversy since, *inter alia*, the damages suffered by each class member are too small to make individual actions economically feasible.

104. Common questions will predominate, and there will be no unusual manageability issues.

### **CAUSES OF ACTION**

#### **COUNT I**

#### **Violation of the Consumers Legal Remedies Act California Civil Code § 1750 *et seq.***

105. Plaintiff realleges and incorporates by reference all paragraphs previously alleged herein.

106. Plaintiff brings this claim in his individual capacity, in his capacity as a private attorney general seeking the imposition of public injunctive relief, and/or as a representative of the classes.

107. Defendant is a “person,” as defined by California Civil Code § 1761(c).

108. Plaintiff and class members are “consumers,” as defined by California Civil Code § 1761(d).

109. The Ring video doorbells and security cameras purchased by Plaintiff and the class members are “goods” as defined by California Civil Code § 1761(a).

110. The purchases by Plaintiff and the class members constitute “transactions,” as defined by California Civil Code § 1761(e).

111. The unlawful methods, acts or practices alleged herein to have been undertaken by Defendant were all committed intentionally and knowingly. The unlawful methods, acts or practices alleged herein to have been undertaken by Defendant did not result from a *bona fide* error notwithstanding the use of reasonable procedures adopted to avoid such error.

112. With regard to this count of the pleading which alleges one or more violations of the CLRA, venue is proper in King County of Washington (the county in which this action has been commenced) pursuant to Section 1780(d) of the California Civil Code because, without limitation, Defendant is doing business in King County and Defendant is a limited liability company whose member Amazon.com, Inc., is headquartered in King County. A declaration establishing that this Court has proper venue for this count is attached hereto as **Exhibit A**.

113. Defendant's methods, acts and/or practices, including Defendant's misrepresentations, active concealment, and/or failures to disclose, violated and continue to violate the CLRA in ways including, but not limited to, the following:

a. Defendant misrepresented that its products had characteristics, benefits, or uses that they did not have (Cal. Civ. Code § 1770(a)(5));

b. Defendant advertised its products with an intent not to sell them as advertised (Cal. Civ. Code § 1770(a)(9)); and

c. Defendant represented that its products were supplied in accordance with previous representations when they were not (Cal. Civ. Code § 1770(a)(16)).

114. Specifically, Defendant advertised and represented that its products had the ability to record and playback video and capture snapshots, but in reality these material features were available only upon the purchaser's payment of an additional \$3 per month or \$30 per year per device to Defendant.

115. With respect to omissions, Defendant at all relevant times had a duty to disclose the information in question because, *inter alia*: (a) Defendant had exclusive knowledge of material information that was not known to Plaintiff and the classes; (b) Defendant concealed material information from Plaintiff and the classes; and/or (c) Defendant made partial representations which were false and misleading absent the omitted information.

1           116. Defendant's misrepresentations and nondisclosures deceive and have a tendency  
2 and ability to deceive the general public.

3           117. Defendant's misrepresentations and nondisclosures are material, in that a  
4 reasonable person would attach importance to the information and would be induced to act on  
5 the information in making purchase decisions. Indeed, the utility and value of Defendant's Ring  
6 doorbell and security camera products are significantly reduced, almost to the point of  
7 worthlessness, without the ability to record and playback video and capture snapshots.

8           118. As a direct and proximate result of Defendant's unfair, unlawful and fraudulent  
9 conduct, Plaintiff and the classes suffered injury-in-fact and lost money.

10           119. But for Defendant's omissions of material facts and Defendant's deceptive  
11 conduct, Plaintiff and the classes made purchases they otherwise would not have made, and  
12 paid more than they otherwise would have paid for the products they purchased, and/or are  
13 being required to pay out additional monies in the form of a monthly or yearly fee to use the  
14 recording, playback and snapshot features they expected were included in the product purchase  
15 price.

16           120. Defendant's conduct as alleged herein caused substantial injury to Plaintiff,  
17 class members, and the public. Defendant's conduct is ongoing and will continue and recur  
18 absent a permanent injunction. Accordingly, Plaintiff and the classes seek an order enjoining  
19 Defendant from committing such practices.

20           121. If not enjoined by order of this Court, Defendant is free to resume its unlawful  
21 behavior and injure Plaintiff and consumers in the United States through the misconduct  
22 alleged herein once more. Defendant has a duty to speak truthfully or in a non-misleading  
23 manner.

24           122. Plaintiff would purchase Ring products again if he could have confidence  
25 regarding the truth of Defendant's representations of the features included with the purchase  
26 price of the products.



123. Plaintiff will be harmed if, in the future, he is left to guess as to whether Defendant's representations are accurate and whether there are omissions of material facts regarding the features included in the purchase price of Ring products.

124. If Plaintiff were to purchase a Ring video doorbell or other product again from Defendant without Defendant having changed its unlawful and deceptive conduct alleged herein, Plaintiff would be harmed on an ongoing basis and/or would be harmed once or more in the future.

125. In order to prevent injury to the general public, Plaintiff, in his individual capacity, seeks a public injunction requiring Defendant to disclose, on the outside of the boxes of its Ring video doorbell and security camera products, that the video recording, playback and snapshot features of the products will not function unless the purchaser also buys the Protect Plan from Ring for an additional per-device fee of \$3 per month or \$30 per year.

126. The balance of the equities favors the entry of permanent injunctive relief against Defendant. Plaintiff and the general public will be irreparably harmed absent the entry of permanent injunctive relief against Defendant. Plaintiff and the general public lack an adequate remedy at law. A permanent injunction against Defendant is in the public interest. Defendant's unlawful behavior is capable of repetition or re-occurrence absent the entry of a permanent injunction.

127. Plaintiff does not currently seek damages in this Complaint under the CLRA.

128. In accordance with California Civil Code § 1782(a), on April 10, 2020, Plaintiff's counsel served Defendant with notice of its CLRA violations by USPS certified mail, return receipt requested. True and correct copies of that notice are attached hereto as **Exhibit B**.

129. If Defendant fails to provide appropriate relief for its CLRA violations within 30 days of its receipt of Plaintiff's notification letter, Plaintiff will amend this complaint to seek compensatory and exemplary damages as permitted by Cal. Civ. Code §§ 1780 and 1782(b), along with attorneys' fees and costs.

**COUNT II**

**Violation of California's False Advertising Law  
California Business and Professions Code § 17500 *et seq.***

130. Plaintiff realleges and incorporates by reference all paragraphs previously alleged herein.

131. Plaintiff brings this claim in his individual capacity, in his capacity as a private attorney general seeking the imposition of public injunctive relief, and/or as a representative of the putative classes.

132. Defendant has engaged in false or misleading advertising in violation of California's statutory False Advertising Law ("FAL").

133. Defendant's conduct as described herein is misleading, and/or has a capacity, likelihood or tendency to deceive reasonable consumers. *See, e.g., Kasky v. Nike, Inc.*, 27 Cal. 4th 939, 951, 119 Cal. Rptr. 2d 296, 45 P.3d 243 (2002)(UCL and FAL prohibit "not only advertising which is false, but also advertising which, although true, is either actually misleading or which has a capacity, likelihood or tendency to deceive or confuse the public" (citation omitted)); *Hansen v. Newegg.com Americas, Inc.*, 25 Cal. App. 5th 714, 722 (2018) (same); *Overstock.com, Inc.*, 2014 WL 657516, at \*23 (same).

134. Defendant, with intent directly or indirectly to dispose of personal property or to perform services, or to induce the public to enter into any obligation relating thereto, makes, disseminates, has made or disseminated, causes to be made or disseminated, and/or has caused to be made or disseminated, before the public in the United States, in newspaper or other publication, or other advertising device, or by public outcry or by proclamation, or in any other manner or means, including over the internet, statements concerning that personal property or those services, and/or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which are untrue or misleading and which are known (or which by the exercise of reasonable care should be known) to be untrue or misleading.

135. With respect to omissions, Defendant at all relevant times had a duty to disclose the information in question because, *inter alia*: (a) Defendant had exclusive knowledge of

1 material information that was not known to Plaintiff and the classes; (b) Defendant concealed  
2 material information from Plaintiff and the classes; and/or (c) Defendant made partial  
3 representations which were false and misleading absent the omitted information.

4 136. Defendant committed such violations of the False Advertising Law with actual  
5 knowledge that its advertising was misleading, or Defendant, in the exercise of reasonable care,  
6 should have known that its advertising was misleading.

7 137. Plaintiff and the classes reasonably relied on Defendant's representations and/or  
8 omissions made in violation of the False Advertising Law.

9 138. As a direct and proximate result of Defendant's unfair, unlawful, and fraudulent  
10 conduct, Plaintiff and the classes suffered injury-in-fact and lost money.

11 139. But for Defendant's omissions of material facts and Defendant's deceptive  
12 conduct, Plaintiff and the classes made purchases they otherwise would not have made, and  
13 paid more than they otherwise would have paid for the products they purchased, and/or are  
14 being required to pay out additional monies in the form of a monthly or yearly fee to use the  
15 recording, playback and snapshot features they expected were included in the product purchase  
16 price.

17 140. Defendant's false advertising scheme has harmed all of its customers by  
18 fraudulently increasing demand for its products, thereby shifting the demand curve and  
19 enabling Defendant to charge its customers more than it otherwise could have charged and to  
20 generate more sales than it otherwise would have generated.

21 141. Defendant should be ordered to disgorge or make restitution of all monies  
22 improperly accepted, received or retained.

23 142. Defendant's conduct has caused substantial injury to Plaintiff, class members,  
24 and the public. Defendant's conduct is ongoing and will continue and recur absent a permanent  
25 injunction. Accordingly, Plaintiff seeks an order enjoining Defendant from committing such  
26 violations of the FAL. Plaintiff further seeks an order granting restitution to Plaintiff and the  
27 classes in an amount to be proven at trial. Plaintiff further seeks an award of attorneys' fees and  
28 costs under Cal. Code Civ. Proc. § 1021.5.

143. Currently, Plaintiff and class members are being required by Defendant to pay a \$3 monthly fee or \$30 yearly fee, per device, in order to make the video recording, playback and snapshot features of the products at issue function.

144. Without relief to stop such \$3 monthly or \$30 yearly charges in the future, such charges will continue in perpetuity, unless class members stop paying the demanded fees, in which case they will lose the video recording, playback and snapshot features of the product.

145. Plaintiff, on behalf of himself and the classes, seeks injunctive relief to require Defendant to give Plaintiff and class members the ability to use the video recording, playback, and snapshot features of their Ring products at no charge (*i.e.*, without the payment of any additional fee) for the life of those devices.

146. Absent injunctive relief, Defendant will continue to injure Plaintiff and the class members. Defendant's demands that class members pay an additional monthly or yearly fee in order to make their devices function properly are ongoing. Even if such conduct were to cease, it is behavior that is capable of repetition or reoccurrence by Defendant.

147. In order to prevent injury to the general public, Plaintiff, in his individual capacity, seeks a public injunction requiring Defendant to disclose, on the outside of the boxes of its Ring video doorbell and security camera products, that the video recording, playback and snapshot features of the products will not function unless the purchaser also buys the Protect Plan from Ring for an additional per-device fee of \$3 per month or \$30 per year.

148. Plaintiff and the general public lack an adequate remedy at law to remedy and/or mitigate the totality of the injuries and misconduct described herein.

**COUNT III**  
**Violation of California's Unfair Competition Law**  
**California Business and Professions Code § 17200 *et seq.***

149. Plaintiff realleges and incorporates by reference all paragraphs previously alleged herein.

150. Plaintiff brings this claim in his individual capacity, in his capacity as a private attorney general seeking the imposition of public injunctive relief, and/or as a representative of a putative class.

1           151. Defendant's acts and omissions alleged herein constitute unfair competition  
2 and/or unlawful, unfair, or fraudulent business practices in violation of California Business and  
3 Professions Code § 17200 et seq. (the "Unfair Competition Law" or "UCL").

4           152. Defendant's conduct and omissions alleged herein are immoral, unethical,  
5 oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiff and the  
6 classes. There is no utility to Defendant's conduct, and even if there were any utility, it would  
7 be significantly outweighed by the gravity of the harm to consumers caused by Defendant's  
8 conduct alleged herein.

9           153. Defendant's conduct and omissions alleged herein also violate California public  
10 policy, including as such policy is reflected in Cal. Civ. Code § 1750 *et seq.* and Cal. Civ. Code  
11 §§ 1709-1710.

12           154. By its conduct and omissions alleged herein, Defendant has violated the  
13 "unlawful" prong of the UCL, including by making material misrepresentations and omissions  
14 in violation of Cal. Bus. & Prof. Code § 17500 *et seq.* and Cal. Civ. Code § 1750, *et seq.*; and  
15 engaging in deceit and fraudulent concealment in violation of Cal Civ. Code §§ 1709-1710, *et*  
16 *seq.*

17           155. With respect to omissions, Defendant at all relevant times had a duty to disclose  
18 the information in question because, *inter alia*: (a) Defendant had exclusive knowledge of  
19 material information that was not known to Plaintiff and the classes; (b) Defendant concealed  
20 material information from Plaintiff and the classes; and/or (c) Defendant made partial  
21 representations which were false and misleading absent the omitted information.

22           156. Defendant's material misrepresentations and nondisclosures were likely to  
23 mislead reasonable consumers, existing and potential customers, and the public.

24           157. Defendant's nondisclosures and omissions of material facts deceive and have a  
25 tendency to deceive the general public and reasonable consumers, and therefore were unfair  
26 and fraudulent.

27           158. Defendant's nondisclosures and omissions of material facts are material, such  
28 that a reasonable person would attach importance to the information and would be induced to

1 act on the omissions in making purchase decisions.

2 159. Plaintiff and members of the classes reasonably relied on Defendant's  
3 nondisclosures and omissions of material facts, and would have acted differently if they had  
4 known the truth.

5 160. By its conduct and omissions alleged herein, Defendant received more money  
6 from Plaintiff and the classes than it should have received, and that money is subject to  
7 restitution.

8 161. As a direct and proximate result of Defendant's unfair, unlawful, and fraudulent  
9 conduct, Plaintiff and the classes suffered injury-in-fact and lost money.

10 162. But for Defendant's omissions of material facts and Defendant's deceptive  
11 conduct, Plaintiff and the classes made purchases they otherwise would not have made, and  
12 paid more than they otherwise would have paid for the products they purchased, and/or are  
13 being required to pay out additional monies in the form of a monthly or yearly fee to use the  
14 recording, playback and snapshot features they expected were included in the product purchase  
15 price.

16 163. Defendant's false advertising scheme has harmed all of its customers by  
17 fraudulently increasing demand for its products, thereby shifting the demand curve and  
18 enabling Defendant to charge its customers more than it otherwise could have charged and to  
19 generate more sales than it otherwise would have generated.

20 164. Plaintiff, on behalf of himself and the classes, seeks injunctive relief to require  
21 Defendant to give Plaintiff and class members the ability to use the video recording, playback,  
22 and snapshot features of their Ring products at no charge (*i.e.*, without the payment of any  
23 additional fee) for the life of those devices.

24 165. Defendant's conduct has caused substantial injury to Plaintiff, class members,  
25 and the public. Defendant's conduct is ongoing and will continue and recur absent a permanent  
26 injunction. Accordingly, Plaintiff seek an order enjoining Defendant from committing such  
27 unlawful, unfair, and fraudulent business practices. Plaintiff further seeks an order granting  
28 restitution to Plaintiff and the classes in an amount to be proven at trial. Plaintiff further seeks

1 an award of attorneys' fees and costs under Cal. Code Civ. Proc. § 1021.5.

2 166. Plaintiff and the general public lack an adequate remedy at law to remedy and/or  
3 mitigate the totality of the injuries and misconduct described herein.

4 167. Absent injunctive relief, Defendant will continue to injure Plaintiff and the class  
5 members. Defendant's conduct and omissions of material fact are ongoing and Defendant  
6 continues to demand payment of an additional monthly or yearly fee in order to enable the  
7 promised core features of video recording, playback and snapshots. Moreover, even if such  
8 conduct were to cease, it is behavior that is capable of repetition or reoccurrence by Defendant.

9 168. Plaintiff, in his individual capacity, seeks public injunctive relief under the UCL  
10 to protect the general public from Defendant's deceptive conduct, false advertising, and  
11 omissions of material facts. Specifically, in order to prevent injury to the general public,  
12 Plaintiff, in his individual capacity, seeks a public injunction requiring Defendant to disclose,  
13 on the outside of the boxes of its Ring video doorbell and security camera products, that the  
14 video recording, playback and snapshot features of the products will not function unless the  
15 purchaser also buys the Protect Plan from Ring for an additional per-device fee of \$3 per month  
16 or \$30 per year.

#### 17 **PRAYER FOR RELIEF**

18 169. In order to prevent injury to the general public, Plaintiff Daniel F. Lebak asks  
19 that the Court enter a public injunction requiring Defendant to disclose, on the outside of the  
20 boxes of its Ring video doorbell and security camera products, that the video recording,  
21 playback and snapshot features of the products will not function unless the purchaser also buys  
22 the Protect Plan from Ring for an additional fee of \$3 per month or \$30 per year, per device.

23 170. Further, on behalf of himself and the proposed classes, Plaintiff requests that the  
24 Court order relief and enter judgment against Defendant as follows:

25 a. Declare this action to be a proper class action, certifying the class and  
26 subclass defined herein, and appoint Plaintiff and his counsel to represent the classes;

27 b. Order disgorgement or restitution, including, without limitation,  
28 disgorgement of all revenues, profits and/or unjust enrichment that Defendant obtained, directly



1 or indirectly, from Plaintiff and the members of the classes or otherwise as a result of the  
2 unlawful conduct alleged herein;

3 c. Permanently enjoining Defendant from the unlawful conduct alleged  
4 herein;

5 d. Order Defendant to give Plaintiff and class members the ability to use  
6 the video recording, playback, and snapshot features of their Ring products at no charge (*i.e.*,  
7 without the payment of any additional fee) for the life of those devices;

8 e. Retain jurisdiction to police Defendant's compliance with the permanent  
9 injunctive relief;

10 f. Order Defendant to pay attorneys' fees, costs, and pre-judgment and  
11 post-judgment interest to the extent allowed by law; and

12 g. Provide all other relief to which Plaintiff and the classes may show  
13 themselves justly entitled.

14 **JURY DEMAND**

15 Plaintiff Daniel F. Lebak, on behalf of himself and on behalf of the classes, demands a  
16 trial by jury on all issues so triable.

17 DATED this 22nd day of April, 2020.

18 Presented by:

19 HATTIS & LUKACS

20 By: 

21 Daniel M. Hattis (WSBA #50428)  
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8 *Attorneys for Plaintiffs and the Proposed Classes*

9 *\*Pro hac vice application to be submitted*